

AWARDING DOCUMENTATION

For the public procurement of

**ENGINEERING, PROCUREMENT, CONSTRUCTION AND COMMISSIONING
CONTRACT FOR**

CERNAVODA NUCLEAR POWER PLANT UNITS 3 and 4

Code CPV: 45251110-5: Nuclear power station construction work

Code CPV: 42000000-6: Industrial equipments

Code CPV : 71300000-1: Engineering services

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SECTION I – DESCRIPTIVE DOCUMENTATION

Public procurement of engineering, procurement, construction and commissioning contract for the completion of the Cernavoda Nuclear Power Plant Units 3 and 4

A CONTRACTING AUTHORITY

S.C. EnergoNuclear S.A.

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B COMMON PROCUREMENT VOCABULARY CODE

Code CPV: 45251110-5: Nuclear power station construction work.

Code CPV: 42000000-6: Industrial equipments;

Code CPV : 71300000-1: Engineering services.

C DEFINITIONS AND INTERPRETATION

Unless otherwise expressly provided or if the context otherwise requires, the capitalized terms used in this awarding documentation shall have the corresponding meaning ascribed to them:

“AECL”	means Atomic Energy of Canada Ltd., a company incorporated and registered in Canada, having its head office at Speakman Drive, Mississauga, Ontario L5K 1B2, Canada, registered under Canada Corporation No. 031135-9;
“BAFO”	means “Best And Final Offer”, i.e., the final technical and financial offer;
“Bidder”	means any Candidate who has been invited to attend the negotiation stage of the present public procurement procedure and who is expected to submit an offer in the public procurement procedure pursuant to the terms of this awarding documentation;
“Candidate”	means any company who has submitted a request to participate in the present public procurement procedure;
“CANDU 6”	means the CANadian Deuterium Uranium 6 reactor technology designed and owned by AECL;
“Cernavoda NPP Units 3 and 4”	means Cernavoda Nuclear Power Plant Units 3 and 4;
“CNCAN”	means “Comisia Nationala pentru Controlul Activitatilor Nucleare”, i.e. the Romanian National Commission for Nuclear Activities

Control;

“EnergoNuclear”	means S.C. EnergoNuclear S.A., a joint stock company organised and functioning under the laws of Romania, with its headquarters located in Romania, Bucharest, 1A Stefan cel Mare Street, 1st floor, sector 1, registered with the Bucharest Trade Registry under No. J40/3999/2009, having the sole registration code (CUI) 25344972;
“EPC Contract”	means the agreement for the engineering, procurement, construction and commissioning for the completion of the Project;
“NPP”	means Nuclear Power Plant;
“NSP”	means Nuclear Steam Plant;
“Project”	means the construction and commissioning of the Cernavoda NPP Units 3 and 4.

Unless expressly provided or the context otherwise requires:

- (a) headings and paragraphs are for the purpose of organisation only and shall not be used to interpret this awarding documentation;
- (b) references in this documentation to Preamble, Sections, Sub-Sections, Articles, Clauses, Sub-Clauses and Annexes are to the preamble, recitals, sections, sub-sections, articles, clauses and sub-clauses of, and annexes to, this awarding documentation;
- (c) references to a statute, rule, regulation, decision, decree, order and ordinance in this documentation shall relate to Romanian law, as extended, applied, amended or re-enacted and including any subordinate legislation; and
- (d) references to time of day are to the time in Bucharest, Romania.

D INTRODUCTION

1 Overview

The Romanian Energy Strategy for the years 2007-2020, as approved by Government Decision No. 1069 of 5 September 2007, recommends continuing the nuclear energy program by the completion of the Cernavoda NPP Units 3 and 4 with the participation of private investors.

On 25 March 2009, EnergoNuclear was incorporated, as a special purpose vehicle, having as shareholders the state-owned company, Societatea Națională Nuclearelectrică S.A. (SNN) and six private investors, namely ArcelorMittal Galati S.A., ČEZ a.s, GDF SUEZ S.A., Enel Investment Holding B.V., Iberdrola Generation S.A.U. and RWE Power Romania S.A.

The purpose of EnergoNuclear is to develop and implement the Project as well as to operate Cernavoda NPP Units 3 and 4. In this respect, EnergoNuclear aims to procure an EPC Contract that includes the CANDU 6 NSP.

The Project will be developed in accordance with Romanian nuclear regulations in order to meet the Romanian nuclear safety requirements set for the protection of personnel, population, the environment and property and it will also be developed in compliance with the international nuclear agreements and conventions to which Romania is a party.

EnergoNuclear intends to initiate a public procurement procedure, comprising a negotiation with prior publication of a contract notice, with the aim to: (i) determine the number of potential Candidates demonstrating reliable capacity to deliver a nuclear new build programme; (ii) identify the most economically advantageous bid which will assure the best value with the greatest certainty in meeting EnergoNuclear's requirements; and (iii) award the EPC Contract for the Project.

2 Selected technology

The existing reactor containments for Cernavoda NPP Units 3 and 4 were erected about 30 years ago in connection with the larger scale project, Cernavoda units 1-5 project, out of which units 1 and 2 have been completed thus far. The Cernavoda NPP Units 3 and 4 are only suitable to use CANDU 6.

Pursuant to the normative acts issued for the purpose of the Project, as well as for technical reasons, these existing reactor containments for Cernavoda NPP Units 3 and 4 must be used and therefore CANDU 6 shall be included in the scope of the EPC Contract.

E PUBLIC PROCUREMENT PROCEDURE

1 General information

1.1 Type of procedure

Negotiation with prior publication of a contract notice, pursuant to the provisions of Article 250 paragraph (1) subparagraph (c) of the Government Emergency Ordinance No. 34/2006 on the award of public procurement agreements, public works concession agreements and service concession agreements, as subsequently amended.

1.2 Financing source

Multi-source financing package (commercial banks and financial institutions, Multilateral Agencies, Export Credit Agencies, other sources such as, but not limited to, corporate debt, equity contributions, etc.).

1.3 Term and estimated value of the EPC Contract

The value of the EPC Contract cannot be estimated as at the date of the initiation of the public procurement procedure. The value mentioned in the contract notice is the amount of the estimated costs for investments provided in Government Decision No. 1565/2008 on the approval of the negotiation report of the conditions for establishing a company for the purposes of constructing the units No. 3 and 4 of Cernavoda Nuclear Power Plant.

The following key milestones in the performance of the EPC Contract are estimated as at the date of initiation of the public procurement procedure:

- (a) execution of the EPC Contract expected to occur during 2012; and
- (b) Cernavoda NPP Units 3 and 4 to be in commercial operation in 2017.

1.4 Applicable legislation

- (a) Government Emergency Ordinance No. 34/2006 on the award of public procurement agreements, public works concession agreements and service concession agreements, as subsequently amended ("**GEO No. 34/2006**");

- (b) Government Decision No. 925/2006 for the approval of the application norms regarding the award of the public acquisition contracts from the Government Emergency Ordinance No. 34/2006, as subsequently amended (the “**GD No. 925/2006**”);
- (c) Directive 2004/17/EC coordinating the procurement procedures of entities operating in the water, energy, transport and postal services sectors, as subsequently amended;
- (d) Directive 2004/18/EC on the coordination of procedures for the award of public works contracts, public supply contracts and public services contracts, as subsequently amended; and
- (e) Other legal provisions, for details please see www.anrmap.ro.

1.5 Scope of the acquisition

1.5.1 Purpose

The purpose of the EPC Contract to be awarded through the public procurement procedure is the completion of two nuclear power plant units (Cernavoda NPP Units 3 and 4). Both units shall have identical designs and shall use CANDU 6 with a view to maximising the net electrical output.

1.5.2 Scope of works

The scope of work of the EPC contractor shall consist of engineering, procurement, construction and commissioning for the completion of Cernavoda NPP Units 3 and 4.

A detailed specification and the requirements for the scope of delivery, the technical requirements, deadlines, commercial terms and conditions, rules applicable to bid submission and selection procedure shall be provided during the negotiation stage.

The exact scope of work under the EPC Contract shall be defined and detailed at a later stage following discussions and negotiations with the Bidders.

1.6 Communications

Communications, requests and notices shall be in writing and shall be deemed to have been duly provided if delivered personally, by registered mail or by facsimile transmission. Communications through electronic devices (e-mail) are also permitted subject to their confirmation by signing and returning the respective communication by mail or facsimile.

Communications, requests and notices shall be addressed to the address and the contact person indicated in Sub-Section A (*Contracting Authority*) herein above, as may be amended upon proper notice.

1.7 Association/Sub-contracting

Any company may participate in the public procurement procedure either individually or as part of an association.

If participating as an association, the companies making up the association will be requested to provide an additional affidavit stating that, if their bid is chosen as the winning bid, they undertake to formalize the association and to provide evidence in connection therewith prior to the execution of the EPC Contract.

The association must appoint a leader to act on its behalf for the purposes of the public procurement procedure. The leader shall be confirmed by powers of attorney granted by the legal representatives of each member of the association.

If participating as an association, the bid must contain a letter stating that: (i) all members of the association take several and joint liability for compliance with the bid and the fulfilment of the EPC Contract; (ii) the association leader is authorised to undertake and receive instructions as well as to negotiate on behalf of all members, individually and collectively; and (iii) the association leader is primarily liable for the execution and fulfilment of the EPC Contract.

Any Candidate has the right to include in its technical proposal the option to sub-contract a portion of the work in the EPC Contract. However, Candidates may not (i) submit two or more individual/joint offers, subject to exclusion from the public procurement procedure of all such offers; or (ii) submit an individual/joint offer and, at the same time, be appointed as subcontractor for a different offer, subject to exclusion from the public procurement procedure of each such individual/joint offer.

Affiliated companies may participate in the public procurement procedure as long as their participation does not affect competition. An affiliated company is any entity: (i) that can be subject to a direct or indirect dominant influence of another entity; (ii) that can have a dominant influence over another entity; or (iii) that, as a consequence of being associated with an entity, is under the dominant influence of another entity. For this purpose, if the case, each Candidate should submit a list of its affiliates, if any.

If participating as an association, the requirements regarding the personal situation of the Candidate and the capacity to perform the professional activity mentioned below at Clause 2.1.1(i) and (ii) must be fulfilled by each member of the association while the other requirements regarding the technical and/or professional capacity and economic and financial capacity mentioned below at Clause 2.1.1(iii) and (iv) may be fulfilled by considering the cumulative capabilities of all members of the association.

1.8 Annulment of the public procurement procedure

EnergoNuclear may decide to annul the public procurement procedure for any of the reasons provided in GEO No. 34/2006, including, amongst others, if the execution of the EPC Contract becomes impossible due to a negative investment decision of EnergoNuclear's shareholders.

1.9 Confidentiality

The Candidates acknowledge the confidential and proprietary nature of the information provided in connection with this public procurement procedure and agrees to hold and keep such information confidential. All Candidates shall execute and submit, together with their documentation for the qualification stage, a confidentiality undertaking in the form attached hereto as Form A.

1.10 Information

The information provided in this awarding documentation is meant to present to the Candidates a general overview of the Project and the contemplated EPC Contract. EnergoNuclear does not make any representation, warranty or guarantee (express, implied or otherwise) or undertake any duty of care as to the accuracy, sufficiency or completeness of any of such information or any subsequent written or oral statements of fact or other information provided to the Candidates in connection with this public procurement procedure.

EnergoNuclear shall not be liable towards any Candidate for any error or omission in any statements or information provided.

1.11 Waiver and Release

Except for the rights granted under the public procurement legislation, each Candidate (on its behalf and on behalf of each of its sub-contractors) irrevocably waives and undertakes not to assert against EnergoNuclear any claim whatsoever in respect of any loss, expense, cost or liability suffered or incurred, arising out of or in connection with its participation in this public procurement procedure.

Each Candidate shall procure and is liable for compliance with the terms of this waiver and undertaking of all its sub-contractors.

2 Stages of the public procurement procedure

The public procurement procedure will take place in the following three stages:

- (i) Qualification stage;
- (ii) Negotiation stage; and
- (iii) Evaluation and award stage.

2.1 Qualification stage

Any company has the right to express its interest and to participate in this public procurement procedure and to this end such company is obligated to submit the documents mentioned below.

In the qualification stage, the fulfilment of the qualification conditions will be verified..

In order to be declared as qualified in the public procurement procedure, the Candidates must, cumulatively:

- (i) submit all documents mentioned as mandatory for the first stage of the public procurement procedure (*Qualification stage*) under Clause 2.1.1 below related to the personal status, capacity to perform professional activity, economic and financial capacity, technical and/or professional capacity, by the date and time and at the location indicated in this awarding documentation; and
- (ii) meet the mandatory minimum requirements expressly indicated below in Clause 2.1.1.

EnergoNuclear will invite to the negotiation stage all the Candidates which have fulfilled the qualification conditions and have been declared as qualified in the public procurement procedure.

2.1.1 Qualification documents

- (i) Personal status of the Candidate: mandatory

The Candidates shall submit the following documents and forms, duly completed, signed and stamped:

- (a) Statement regarding their eligibility – Form C (original);
 - (b) Statement regarding the non-classification into the situation mentioned in article 181 from GEO No. 34/2006 – Form D (original);
 - (c) Statement regarding the capacity of the participant – Form E (original);
 - (d) Statement on the absence of conflict of interest – Form F (original); and
 - (e) Statement whereby the Candidate represents that it would be able to provide and include in its offer the CANDU 6 – Form G (original).
- (ii) Capacity to perform professional activity: mandatory

The Candidates shall submit the following documents and forms, duly completed, signed and stamped:

- (a) Incorporation certificate issued by the competent commercial register as well as the decision of the delegated judge approving the incorporation (certified copy); for foreign entities, equivalent documents proving a form of incorporation / acknowledgement or professional membership, in force on the date on which the proposals are opened (certified copy and certified translation);
 - (b) Commercial register excerpt from no more than thirty (30) days prior to the submission of the request to participate (original); for foreign entities, equivalent official document issued by the competent authority in the country of incorporation ascertaining the valid incorporation and existence of the legal entity as well as details of the company's headquarters, shareholders and corporate purpose (original and certified translation); the Candidate shall have included activities in its corporate purpose relevant to the scope of work of the EPC Contract; and
 - (c) Fiscal certificate issued by the National Agency for Fiscal Administration of the Ministry of Public Finance, the Romanian competent body, from no more than thirty (30) days prior to the submission of the request to participate, confirming the payment of obligations to the consolidated state budget (taxes and social contributions), or an equivalent document issued by competent authorities from the country of incorporation or from the country where the Candidate has its headquarters. Such certificate has to be valid on the date of opening the requests to participate (original or certified copy and certified translation).
- (iii) Economic and Financial Capacity: mandatory

The Candidates shall submit the following documents and forms, duly completed, signed and stamped:

- (a) Statement regarding the overall turnover for the last three (3) years:

Mandatory minimum requirement: the average annual turnover for the last three (3) years must be at least one billion Euro (€1,000,000,000); and

- (b) The annual balance sheet for the last three (3) years, as published in accordance with the laws of the country of incorporation of the Candidate (certified copy and certified translation).
- (iv) Technical and professional capacity: mandatory

The Candidates shall submit duly completed, signed and stamped, the following documents and forms:

- (a) **Availability of sufficient resources for EPC Contract performance; technical, material, production and qualified personnel.**

Document required:

Statement confirming that the Candidate has at its disposal sufficient resources to deliver the nuclear power plant units, on an EPC basis, especially the engineering, design, procuring, manufacturing, construction and commissioning resources. The statement shall include a list of main equipment and tools available to carry out the EPC Contract and a summary of its own current and sub-contracted personnel structures in each area of design/engineering, procurement (equipment supply), construction/erection, project management and controls, nuclear safety and licensing, commissioning and quality assurance – Form H (original).

- (b) **Capacity to deliver: The Candidates' capacity to deliver resulting from its participation in nuclear or conventional power construction projects.**

Mandatory minimum requirement: Involvement in at least one nuclear project having a value in excess of five hundred million euros (€500,000,000) and Candidate's scope of supply and services over two hundred and fifty million euros (€250,000,000). The reference projects list may include on-going contracts provided that the contract has been awarded to the respective Candidate at least eighteen (18) months prior to the date when the request to participate shall be submitted.

Documents required:

- (1) Statement regarding reference projects including lists with details on contracts implemented or being implemented with the Candidate's participation during the last ten (10) years – Form I (original).
- (2) Performance certificates in connection with the most important contracts listed in the statement mentioned under item (1) above which includes contract value, period and place of execution of

works and which states whether such works were performed and finalised in accordance with the relevant professional norms.

- (c) **Quality Assurance Standards:** the Candidate has established and maintained a management system applicable to nuclear activities certified/authorized by a competent body/authority.

Document required:

Certificate proving that the Candidate has in place a management system for nuclear activities authorized/certified by a competent body/authority.

2.1.2 Submission procedure for the qualification documents

- (i) Letter of intent/Power of attorney

A request to participate must be accompanied by an **original copy of a letter of intent**, having an outgoing registration number and completed in compliance with **Form B**.

A request to participate must be accompanied by an **original copy of a power of attorney**, whereby the signatory party of the request to participate is authorised to enter as Candidate into the negotiation with prior publication of a contract notice procedure for the award of the EPC Contract expressly granting the power to negotiate and to sign the EPC Contract.

- (ii) Language

All documents shall be both in Romanian and in English or accompanied by a notarised and certified translation into English and Romanian. In case of inconsistencies between the English and Romanian versions, the Romanian version shall prevail.

- (iii) Validity period

The qualification documents shall be valid for a period of at least 720 days, wherever applicable, after the deadline for submission set out in the below Clause 2.1.3(iv)(b).

- (iv) Way of presenting (when submitting)

- (a) Location

The request to participate shall be submitted at: S.C. EnergoNuclear S.A. Head Office, Bucharest, Sector 1, Sos. Stefan cel Mare Nr. 1A, Floor 2, postal code: 011736.

- (b) Deadline for submission

The request to participate shall be submitted no later than 15th of December 2010, at 10:00 a.m. (Romanian time).

Content

Sealed package containing the request to participate shall comprise of the qualification documents listed as mandatory in Clause 2.1.1 above, accompanied by the letter of intent and the power of attorney in Clause 2.1.3 (i) above.

The Candidates shall submit the qualification documents in one (1) original, one (1) hardcopy and one (1) electronic copy.

The Candidates must seal the original and the copies in separate envelopes marking the respective envelopes as “*ORIGINAL*” or “*COPY*”. The electronic copy shall also be inserted into a sealed envelope marked “*ELECTRONIC COPY*”.

The Candidate must number and sign each page of the documents included in its bid and attach an index of the qualification documents delivered. The documents shall be signed by the authorized representative(s) empowered to bind the Candidate in the public procurement procedure.

The envelopes will be inserted into an exterior, non-transparent appropriate envelope marked “**DO NOT OPEN BEFORE 15th of December 2010, 12:00 a.m., Romanian time**”.

The internal envelopes must be marked with the Candidate’s names and address in order to allow for the return of the bid without opening in case the bid would be delayed.

(v) Option to withdraw or change the qualification documentation

Any Candidate has the option to change or withdraw its request to participate but only before the deadline set for documents’ submission and only through a written request in this respect.

In the event the Candidate wishes to change its already submitted documentation, it has the obligation to ensure that EnergoNuclear receives and records the respective changes by the deadline set for the submission. In order to be considered as part of the offer, the changes must be submitted according to the provisions of letter (iv) above, and the inscription “CHANGES” must be marked on the external envelope.

A Candidate is not entitled to withdraw or to change its qualification documentation after the deadline for submission.

A request to participate is deemed late if: (i) it was submitted to an address that is different from the address set out in the participation announcement or this awarding documentation or (ii) EnergoNuclear receives the documentation after the deadline for submission.

(vi) Costs for the preparation

Any cost borne by a company for the preparation and submission of the qualification documentation shall not be refunded. All such costs shall be borne entirely by the respective Candidate.

(vii) Opening of the qualification documentation

The documentation for the qualification stage shall be opened at S.C. EnergoNuclear S.A. Head Office, Bucharest, Sector 1, Sos. Stefan cel Mare Nr. 1A, Floor 1, on 15th of December 2010, at 12:00 a.m. (Romanian time).

The qualification documentation shall not be opened prior to confirming the powers of attorney for the representatives of the Candidates taking part to the public procurement procedure.

(viii) Candidates right to request clarifications

The Candidates are entitled to request clarifications in writing related to the awarding documentation as well as to the documents and minimum requirements in connection with the qualification stage until the 3rd of December 2010, 12:00 a.m. (Romanian time). EnergoNuclear shall answer such clarification requests within three (3) days from the date of their receipt and the questions and answers shall be communicated to all Candidates. The identity of the Candidate who requested the clarification shall remain confidential.

(ix) Informing the Candidates

EnergoNuclear shall inform the Candidates of the results of the qualification stage.

The communication shall be in writing and shall be deemed to have been duly provided if delivered personally or by registered mail.

The rejected Candidates shall be informed of the basis on which their request to participate was not qualified.

For the qualified Candidates, EnergoNuclear shall simultaneously deliver by mail as well as by fax or other electronic communication an invitation to participate in the negotiation stage of the public procurement procedure.

The invitation to participate in the negotiation stage shall comprise of the following information:

- (a) a reference number of the published participation announcement;
- (b) a deadline (date and hour) for submission of the preliminary offer;
- (c) an address where the bids shall be submitted;
- (d) the language of the bids as well as of the negotiations;
- (e) additional documents requested to be submitted; and
- (f) any further information related to the awarding documentation, award criteria and evaluation factors.

The invitation to participate in the negotiation stage shall include additional information and details regarding the negotiation stage, available technical

specifications as well as awarding criteria and evaluation factors among which nuclear safety, quality management, nuclear industry standards requirements shall be included, as detailed in Clause 2.2 (Negotiation Stage) below. Amongst documents to be required, but not limited to, Bidder/s shall be requested to submit a summary and a chart of its organization, highlighting that the respective organization takes into account the highest standards of the nuclear industry, particularly related to safety issues, evidence of their quality management system, which shall consist notably in a draft paper of quality assurance plans in line with Romanian nuclear regulatory requirements and with the IAEA safety standard GS-R-3 (the Management System for Facilities and Activities) and a description of the document management system which shall be constructed in order to allow a efficient follow-up of the Project and moreover allow the contracting authority to comply with all its obligations.

2.2 Negotiation Stage

2.2.1 Procedure

The negotiation stage shall be conducted in two main phases: (1) discussion rounds and preliminary offers; and (2) negotiations rounds and submission of BAFOs.

(i) Discussions rounds with Bidders and preliminary offers

The first phase of the negotiation stage shall consist of:

- (a) discussions regarding the technical specifications; and
- (b) submissions of binding preliminary offers.

Pursuant to the normative acts issued for the purpose of the Project as well as for technical reasons, the existing reactor containments for the Cernavoda NPP Units 3 and 4, which were erected in the same time with those of the existing operating Cernavoda Nuclear Power Plant Unit 1 and Unit 2, must be used. The Cernavoda NPP Units 3 and 4 are only suitable to use CANDU 6 NSP.

The Bidders shall first be requested to enter into individual direct discussions with the owner of the reactor technology in order to establish scope and interface, to agree on an appropriate form of cooperation compliant with the public procurement rules and to integrate such scope into their preliminary offers.

EnergoNuclear reserves the right to appoint an independent observer who will monitor and oversee the process and discussions between the owner of the reactor technology and the Bidders. Relevant details and information shall be provided in the invitation to participate to the negotiation stage.

Thereafter, discussion sessions will be organised by EnergoNuclear with the Bidders selected to participate in the negotiation stage with the intent to clarify and determine the bid invitation specifications, the delivery model and certain aspects of the EPC Contract such as risk allocation and guarantees. Such discussion sessions shall be conducted in accordance with the public procurement principles (non-discrimination, equal treatment and transparency) and shall have as a starting point the existing technical specifications made available by EnergoNuclear to the Bidders.

The purpose of these technical discussion sessions is to establish the final form of the bid invitation specifications.

Further details in connection with such discussion sessions will be provided in the invitation to participate in the negotiation stage.

Following the above mentioned discussions sessions, and based on the bid invitation specification issued by EnergoNuclear, each Bidder is requested to submit a binding preliminary offer, which is comprised of the preliminary technical and financial offer. The preliminary technical offer shall also include the proposed amendments to the draft EPC Contract which will be provided by EnergoNuclear to each Bidder.

The preliminary financial and technical offer shall be accompanied by a mandatory participation guarantee, as detailed under Clause 2.2.2 (*Participation guarantee*) below.

Further details in connection with the preliminary offer will be provided in the invitation to participate in the negotiation stage.

(ii) Negotiation rounds

During the negotiation stage, EnergoNuclear will conduct negotiations with each of the Bidders, individually, regarding the technical offer, the financial offer and the proposed amendments to the EPC Contract.

There will be at least two (2) rounds of negotiations, but EnergoNuclear may request additional rounds of negotiations if it deems necessary. Each round of negotiations shall be finalised by executing a negotiation meeting minutes recording all the topics discussed and agreed upon.

During the negotiation stage, neither EnergoNuclear nor the Bidders are allowed to disclose information communicated within the negotiations.

During the negotiation stage, EnergoNuclear may reduce the number of Bidders by applying evaluation factors to the elements of the financial and technical offers resulting from the negotiations. Further details in connection with the procedure to reduce the number of Bidders will be provided in the invitation to participate to the negotiation stage.

The above mentioned negotiation rounds are intended to result in the submission of BAFOs by the selected Bidders, which shall include the improved technical and financial offer as well as the improved mark-up on the EPC Contract and shall be submitted during the last round of negotiations.

At any time during the negotiations, a Bidder has the right to declare that its bid cannot be improved.

Further details in connection with such negotiation rounds will be provided in the invitation to participate in the negotiation stage.

2.2.2 Participation guarantee

The preliminary offer must be accompanied by a mandatory participation guarantee. The participation guarantee shall be provided in the form of an irrevocable, unconditional on first demand bank guarantee in favour of EnergoNuclear - Form J (original).

The participation guarantee shall be in the amount of four million euros (€4 million) and shall have an initial validity term of three hundred and sixty (360) days from the date of the submission of the preliminary offer.

If the duration of the negotiation stage exceeds the 360-day validity period of the participation guarantee, the Bidders are obligated to extend the validity period of the participation guarantee in order to cover the entire duration of the negotiation stage.

If the participation guarantee is not submitted within the deadline set for the offers' submission, the respective Bidder will be disqualified (the bid will be deemed unacceptable pursuant to the provisions of Article 36 paragraph (1) subparagraph (a) of GD No. 925/2006).

The participation guarantee provided by the winning Bidder shall be returned following execution of the EPC Contract, within the term provided by the applicable public procurement legislation.

The participation guarantees provided by the unsuccessful Bidders shall be returned following the signing of the EPC Contract with the winning Bidder, within the term provided by the applicable public procurement legislation.

In the event that EnergoNuclear cancels the public procurement procedure, pursuant to the provisions of Article 209 of the GEO No. 34/2006, the participation guarantee shall be returned after the deadline for filing challenges in connection with such decision.

EnergoNuclear may call on any participation guarantee and the Bidder concerned shall forfeit the amount of the guarantee, if:

- (i) the Bidder withdraws its bid within the validity period of such bid;
- (ii) the validity period of the participation guarantee is not extended when the duration of the negotiation stage exceeds such validity period; or
- (iii) the bid is declared as the winning bid and the Bidder refuses to sign the agreed form of the EPC Contract within the validity period of the bid.

2.2.3 Bids submission rules

- (i) Language

All documents shall be both in Romanian and in English or accompanied by a notarised and certified translation into English and Romanian. In the case of inconsistencies between the English and Romanian versions, the Romanian version shall prevail.

(ii) Validity period

The validity period of the offers will be at least 360 days starting from the deadline for submission of the preliminary offer, as set out in Clause 2.2.3(iii)(b) below.

(iii) Bids presentation

(a) Location

Both preliminary offers and BAFOs shall be submitted at: S.C. EnergoNuclear S.A. Head Office, Bucharest, Sector 1, Sos. Stefan cel Mare Nr. 1A, Floor 2, postal code: 011736.

(b) Deadline for bids submission

The preliminary offers shall be submitted no later than the deadline specified in the invitation to participate in the negotiation stage. The BAFOs shall be submitted at the date and time communicated during the negotiations stage, which date and time shall be the same for all Bidders.

(c) Bid content

Sealed package containing a bid shall comprise the financial and technical offer accompanied by the participation guarantee, each in separate sealed envelopes.

The Bidders shall submit the documentation in one (1) original, one (1) hardcopy and one (1) electronic copy.

The Bidders must seal the original and the copies in separate envelopes marking the respective envelopes as “*ORIGINAL*” or “*COPY*”. The electronic copy shall also be inserted into a sealed envelope marked “*ELECTRONIC COPY*”.

A Bidder must number and sign each page of the documents included in its bid and attach an index of the documents delivered. The documents shall be signed by the authorised representative(s) empowered to bind the Bidder to the EPC Contract.

The envelopes will be inserted into an exterior, non-transparent appropriate envelope marked “**DO NOT OPEN BEFORE [deadline], (Romanian time)**”.

The internal envelopes must be marked with the Bidder’s names and address in order to allow the return of the bid without opening in case the bid would be delayed.

(iv) Option to withdraw or change the offer

Any Bidder has the option to change or withdraw its offer but only before the deadline set for the offer’s submission and only by a written request in this respect.

In the event the Bidder wishes to change its previously submitted offer, it is obligated to ensure that EnergoNuclear receives and records the respective changes by the deadline set for the bid submission. In order to be considered as part of the offer, the changes must be submitted according to the provisions of Clause 2.2.3(iii) above, and the inscription “CHANGES” must be marked on the external envelope.

A Bidder is not entitled to withdraw or to change its offer after the deadline set for the bid’s submission.

A bid is deemed late if: (i) it was submitted to an address that is different from the address set out in the participation announcement or this awarding documentation or (ii) EnergoNuclear receives the bid after the deadline for bid’s submission.

(v) Costs for the preparation

A part of the costs borne by the Bidders for the preparation and submission of their bids may be refunded. Details and conditions for the refund of such costs shall be provided in the invitation to participate to the negotiation stage.

(vi) Bidders right to request clarifications

The Bidders have the right to request clarification in writing related to this awarding documentation as well as to the additional information provided in the invitation to participate in the negotiation stage.

(vii) No material change in circumstances

It is a condition of this public procurement procedure that EnergoNuclear is advised of any material change in the Bidder’s circumstances during the public procurement procedure including but not limited to:

- (a) a change affecting any declaration, accreditation, license or approval;
- (b) a major re-organisation, company restructuring, take-over, buy-out or similar event affecting the operation and/or financing of the Bidder or of its major sub-contractors; or
- (c) a change of any information on which EnergoNuclear may rely in assessing bids.

Failure to so advise EnergoNuclear may lead to the Bidder’s disqualification.

2.3 Evaluation and award stage

2.3.1 Awarding criteria: the most economically advantageous bid

In the evaluation stage, EnergoNuclear will evaluate the offers of the Bidders, will establish the winning offer on the basis of the awarding criteria (and their relative significance) and will sign the EPC Contract with the winning Bidder.

Details on the evaluation factors as well as on the scoring methodology shall be communicated to the Bidders through the invitation to participate in the negotiation stage.

2.3.2 Information of the Bidders

EnergoNuclear shall inform the Bidders of the results of the public procurement procedure and contract awarded pursuant to the provisions of the public procurement legislation.

The communication shall be in writing and shall be deemed to have been duly provided if delivered personally or by registered mail.

2.3.3 Challenges

Potential challenges may be filed in compliance with the provisions of Chapter IX of GEO No. 34/2006, before

Consiliul National de Solutionare a Contestatiilor, 6 Stavropoleos Street, Sector 3, Bucharest, Romania, e-mail: office@cnsr.ro, phone No.: +40 21 310 46 41, Fax No: +40 21 310 46 42;

or

Tribunalul Bucuresti, 37 Bulevardul Unirii, sectorul 3, Bucharest, Romania, e-mail tribunalul-bucuresti@just.ro, phone No. + 40 21 408 36 00; +40 21 408 37 00.

The term in which to lodge a challenge is ten (10) days starting from the day after the date when the aggrieved person had knowledge of the action of the contracting authority it considers illegal.

2.3.4 Confidentiality, fraud and corruption

EnergoNuclear and all Bidders have the obligation to maintain confidentiality throughout the entire public procurement procedure.

The evaluation commission has no right to release information regarding the evaluation activity to the Bidders or to any third party.

The Bidders have no right to influence the evaluation commission, subject to their disqualification from the public procurement procedure.

EnergoNuclear respects the rules of the initiative of the World Economic Forum and pursues the Partnering against Corruption Initiative principles, and therefore EnergoNuclear requires that the Bidders follow the highest ethical principles, including anticorruption practices, throughout the entire course of the public procurement procedure and the implementation of the EPC Contract.

EnergoNuclear shall reject any bid if the Bidder commits an act of corruption during the course of the public procurement procedure, whether directly or through its representative. EnergoNuclear may also reject a bid if the Bidder breaches its confidentiality obligation during the course of the public procurement procedure, whether directly or through its representative.

2.3.5 Execution of the EPC Contract

EnergoNuclear will enter into the EPC Contract with the winning Bidder based on the terms, price and conditions agreed during the negotiation stage and confirmed pursuant to the provisions of the public procurement legislation.

EnergoNuclear will enter into the EPC Contract only after the expiry of a term of eleven (11) days from the date of the communication regarding the results of the public procurement procedure.

The price stated in the winning Bidder's BAFO is irrevocable and cannot be modified. The Bidder is not allowed to modify or adjust the offer after negotiations are finished and the BAFO has been submitted.

Where a portion or portions of the EPC Contract are to be carried out by one or more sub-contractors, the winning Bidder shall submit copies of the contracts signed with its sub-contractors nominated in the offer, as provided by the public procurement legislation.

SECTION II - FORMS

- 1** Confidentiality Undertaking – Form A
- 2** Covering letter – Form B
- 3** Statement regarding eligibility – Form C
- 4** Statement regarding the non-classification into the situations mentioned in Article 181 – Form D
- 5** Statement regarding the capacity of the participant – Form E
- 6** Statement regarding the absence of conflicts of interests – Form F
- 7** Statement regarding technology – Form G
- 8** Statement regarding availability of sufficient resources for contract performance – Form H
- 9** Statement regarding reference projects list – Form I
- 10** Participation guarantee – Bank Guarantee Letter – Form J

FORM A – Confidentiality Undertaking

From: *[please insert name]*
[please insert address]

To: **S.C. EnergoNuclear S.A.**
1A Stefan cel Mare Street, 1st floor
Sector 1, Bucharest, Romania

CONFIDENTIALITY UNDERTAKING

We *[please insert name and complete identification data]* hereby acknowledge that, in connection with the public procurement procedure for the award of the agreement for the engineering, procurement, construction and commissioning for the completion of Cernavoda Nuclear Power Plant Units 3 and 4 (the “**EPC Contract**”), which scope consists of the performance of nuclear power station construction work, code CPV 45251110-5, according to the contract notice posted on SEAP No. *[please insert number]* dated *[please insert date]*, organized by EnergoNuclear S.A. (the “**EPC Tender**”), we and/or our representatives and subcontractors shall receive technical, financial, legal and other information during the EPC Tender in order for us to submit a bid.

We hereby acknowledge the confidential and proprietary nature of the Confidential Information (as below defined), undertake to hold and keep the same confidential as provided in this confidentiality undertaking (the “**Confidentiality Undertaking**”), and otherwise agree to each and every restriction and obligation in this Confidentiality Undertaking.

1 Confidential Information

As used in and for the purposes of this Confidentiality Undertaking, the term “**Confidential Information**” means and includes all and any document, agreement, data, material, product and other information, related to (i) Cernavoda Nuclear Power Plant Units 3 and 4; (ii) the EPC Contract; (iii) the EPC Tender, including but not limited to negotiations, discussions and other communications in connection therewith; (iv) discussions, negotiations and other communication with the owner of the CANadian Deuterium Uranium 6 reactor technology; (v) the business, operations, assets, liabilities and finances of EnergoNuclear S.A.; disclosed or made available to us, verbally, in writing, or by any other means.

2 Obligations

2.1 We agree to use the Confidential Information as stipulated in this Confidentiality Undertaking solely in connection with and for the purpose of submitting a bid within the EPC Tender (the “**Permitted Use**”). The Confidential Information is not to be used partially or totally, directly or indirectly for a purpose different from the Permitted Use.

2.2 We agree to maintain the confidential nature of the Confidential Information and not to disclose such Confidential Information to any third parties other than our employees, directors, officers, advisers or subcontractors (the “**Representatives**”) and exclusively on a “need-to-know” basis. We hereby undertake to procure that all of our Representatives shall be bound by the terms of this Confidentiality Undertaking and we shall be liable for any breach of the confidentiality duties and restrictions hereunder by any of our Representatives. No Confidential Information will be used for seeking an advantage, gain or otherwise or to determine the obtaining of such benefits by other persons.

2.3 We undertake not to disclose, publish or otherwise reveal any of the Confidential Information received from EnergoNuclear S.A. to any other party whatsoever except with the specific prior written authorization of EnergoNuclear S.A.

2.4 Confidential Information furnished in tangible form shall be kept in due and safe deposit in such a way as to prevent unauthorized access by any third party and shall not be duplicated by us except for the purposes of the EPC Tender.

3 Return of Confidential Information

3.1 Upon the request of EnergoNuclear S.A., we shall return all Confidential Information received in written or tangible form, including copies, or reproductions or other media containing such Confidential Information, within five (5) Business Days of such request.

3.2 We furthermore undertake that upon the return of the media mentioned above, we shall also destroy any and all documents, data carriers and/or records on memory media containing the Confidential Information (this shall include deletion of any temporary copies of the Confidential Information created or filed on any record media). We undertake to confirm in writing to EnergoNuclear S.A. that all Confidential Information was destroyed and/or deleted without any costs for EnergoNuclear S.A.

4 Duration

The confidentiality obligations herein shall be effective for an unlimited period of time, unless EnergoNuclear S.A. agree and inform us otherwise, in writing.

5 Other Information

5.1 The confidentiality obligations under this Confidentiality Undertaking shall not apply in respect of the Confidential Information which is or becomes publicly available without breach of this Confidentiality Undertaking; or was available to us prior to this Confidentiality Undertaking without obligations of confidentiality.

5.2 In case the disclosure is required by law, by a court order or by a competent authority, we undertake to provide EnergoNuclear S.A. with prompt notice of such request so that EnergoNuclear S.A. may seek appropriate protective measures or other appropriate remedy and further we undertake to use reasonable efforts to furnish only that portion of the Confidential Information which, in our reasonable opinion, we are legally compelled to disclose.

6 No Representation or Warranties

6.1 We acknowledge that Confidential Information is provided to us in good faith, but without any representation, warranty or guarantee, whether expressed or implied, with respect to its usefulness, validity, non-infringement of third party intellectual or industrial property rights, accuracy or completeness.

6.2 We acknowledge and agree that EnergoNuclear S.A. retains the right to determine, in its sole discretion, what information it wishes to make available to us or to our Representatives, and that EnergoNuclear S.A. is not under a duty to provide any additional information and/or to update the Confidential Information and/or to correct any possible errors.

6.3 We acknowledge that EnergoNuclear S.A. (or its employees, director, officers, advisors or representatives) shall not bear any liability that would arise from the use of the Confidential Information and/or any other disclosed information.

7 No License

No license or transfer to us under any patent, copyright, trademark, service mark or any other intellectual property right is either granted or implied hereby by the disclosure of Confidential Information.

8 Successors

The provisions of this Confidentiality Undertaking shall be binding upon our successors.

9 Remedies

We undertake to indemnify and hold EnergoNuclear S.A. harmless from any direct or indirect damages, loss, cost, or liability (including legal and enforcement fees) arising out of or resulting from any unauthorized use or disclosure by us or by our Representatives of the Confidential Information or other violations of this Confidentiality Undertaking.

10 Governing Law

This Confidentiality Undertaking shall be construed in accordance with the laws of Romania.

IN WITNESS WHEREOF, this Confidentiality Undertaking has been executed on [__].

[insert name]

By: _____

Name: [name of the authorised representative]

Title: [title of the authorised representative]

FORM B - Covering letter

(name / headquarters)

COVERING LETTER

To: EnergoNuclear S.A.
1A Stefan cel Mare Street, 1st floor
Sector 1, Bucharest, Romania

Following the contract notice posted on SEAP No. _____ dated _____ (day/month/year) regarding the conducting of the public procurement procedure for awarding the EPC Contract (as defined in the awarding documentation),

We, the undersigned _____ (complete identification data, including but not limited to name and headquarters), express our interest to participate in the public procurement procedure for the award of an EPC Contract for the completion of Cernavoda Nuclear Power Plant Units 3 and 4.

We submit the envelope, sealed and marked, containing an original, hardcopy and electronic copy of the participation documents.

Completion date: _____

(authorised signature)

FORM C - Statement regarding eligibility

(name / headquarters)

STATEMENT REGARDING ELIGIBILITY

I, the undersigned, authorised representative of _____ (*complete identification data, including but not limited to name and headquarters*) hereby wilfully and knowingly declare, subject to exclusion from the public procurement procedure and the violation of false statements in public acts, that _____ (*company name*) is not subject to any of the conditions stipulated in Article 180 of the Government Emergency Ordinance No. 34/2006 on the award of the public procurement contracts, public works concession contracts and service concession contracts, respectively, that in the past five years _____ (*company name*) has not been found guilty by a final decision of any court for participating in any activity associated with a criminal organisation or any act of corruption, fraud and/or money laundering.

In addition, I hereby declare that in this public procurement procedure we are not participating in two or more associations, we are not submitting an individual bid and another joint bid and we are not submitting an individual bid and are nominated as sub-contractor for another bid.

I, the undersigned, hereby declare that the information provided is complete and correct in each and every detail and the contracting authority has the right to request, for the purpose of statement verification and confirmation, any supporting documents at our disposal.

This statement is valid until _____ (*the date of expiry of the bid validity period as specified*).

I understand that if this statement proves to be untrue, I can be held in violation of criminal law regarding false statements.

Completion date: _____

(authorised signature)

FORM D – Statement regarding the non-classification into the situations mentioned in Article 181

(name / headquarters)

**STATEMENT REGARDING THE NON-CLASSIFICATION INTO THE SITUATIONS
MENTIONED IN ARTICLE 181**

I, the undersigned, authorised representative of _____ (*complete identification data, including but not limited to name and headquarters*), as bidder/candidate in the negotiation with prior publication of a contract notice for the award of the EPC Contract (as defined in the awarding documentation), which scope consists of the performance of nuclear power station construction work, code CPV 45251110-5, according to the contract notice posted on SEAP No. _____ dated _____ (*day/month/year*), organised by EnergoNuclear S.A.,

hereby wilfully and knowingly declare that:

- a) _____ (*company name*) is not subject to bankruptcy proceedings as a result of a decision of a judicial decision;
- b) _____ (*company name*) has fulfilled our obligation to pay any and all required taxes, duties and social security contributions, in accordance with the laws of Romania or in the country where we reside;
- c) _____ (*company name*) has not failed to perform or was defective in performing any of its contractual obligations in the past two years, which was the fault of _____ (*company name*) and resulted in or may result in serious harm to another party to the contract;
- d) _____ (*company name*) has not been convicted in the past three years, by final decision of a court, for any deviation from professional ethics or for committing a professional violation;
- e) _____ (*company name*) ***has not provided and will not provide any false information and we will supply any information required by the contracting authority, in support of the qualification requirements.***

I, the undersigned, hereby declare that the information provided is complete and accurate in all respects and the contracting authority has the right to request, for the purpose of statement verification and confirmation, any supporting documents at our disposal.

I understand that if this statement proves to be untrue, I can be held in violation of criminal law regarding false statements.

Completion date: _____

(authorised signature)

FORM E – Statement regarding the capacity of participant

(name / headquarters)

STATEMENT REGARDING THE CAPACITY OF THE PARTICIPANT

I, the undersigned, authorised representative of _____ (*complete identification data, including but not limited to name and headquarters*), hereby wilfully and knowingly declare that _____ (*company name*) participates and submits a bid in the negotiation with prior publication of a contract notice for the award of the EPC Contract (as defined in the awarding documentation), which scope consists of the performance of nuclear power station construction work, code CPV 45251110-5, according to the contract notice posted on SEAP No. _____ dated _____ (*day/month/year*), organised by EnergoNuclear S.A., as follows:

- on its own behalf/name
- as an associate in _____.

(The corresponding option must be indicated.)

I, the undersigned, hereby declare that:

- _____ (*company name*) is not a member of any group or network of entities;
- _____ (*company name*) is a member of the group or network whose identification coordinates/data are listed herein.

(The corresponding option must be indicated.)

I, the undersigned, hereby declare that I will immediately inform the contracting authority if changes occur in this statement at any time during the public procurement procedure or, if we will be declared winning bidders, during the performance of the EPC Contract (as defined in the awarding documentation).

Also, I hereby declare that the information provided is complete and accurate in all respects and the contracting authority has the right to request, for the purpose of statement verification and confirmation, any supporting documents at our disposal.

I, the undersigned, hereby authorise any institution, company, bank or other legal entity to provide the authorised representatives of EnergoNuclear SA, with information related to any technical and financial aspect regarding our activity.

I understand that if this statement proves to be untrue, I can be held in violation of criminal law regarding false statements.

Completion date: _____

(authorised signature)

FORM F – Statement regarding the absence of conflicts of interests

(name / headquarters)

STATEMENT REGARDING THE ABSENCE OF CONFLICTS OF INTERESTS

I, the undersigned, authorised representative of _____ (*complete identification data, including but not limited to name and headquarters*), as bidder/candidate in the negotiation with prior publication of a contract notice for the award of the EPC Contract (as defined in the awarding documentation), which scope consists of the performance of nuclear power station construction work, code CPV 45251110-5, organised by EnergoNuclear S.A., according to the contract notice posted on SEAP No. _____ dated _____ (*day/month/year*), hereby wilfully and knowingly declare that, based on the information available at this stage, _____ (*company name*) does not have a conflict of interest in acting as contractor for EnergoNuclear SA and carrying out the nuclear power station construction work, code CPV 45251110-5, in case the offer of _____ (*name of the economic operator*) is declared as the winning bid in the public procurement procedure.

I understand that if this statement proves to be untrue, I can be held in violation of criminal law regarding false statements.

Completion date: _____

(authorised signature)

FORM G – Statement regarding technology

(name / headquarters)

STATEMENT REGARDING TECHNOLOGY

I, the undersigned, authorised representative of _____ (*complete identification data, including but not limited to name and headquarters*), as bidder/candidate in the public procurement procedure for the award of the EPC Contract (as defined in the awarding documentation), which scope consists of the performance of nuclear power station construction work, code CPV 45251110-5, according to the contract notice posted on SEAP No. _____ dated _____ (day/month/year), organised by EnergoNuclear S.A.,

hereby wilfully and knowingly declare that:

_____ (*company name*) has initiated and, at the relevant time in the public procurement procedure, will continue discussions with the owner of the CANadian Deuterium Uranium 6 reactor technology in order to establish scope and interface and to agree on an appropriate form of cooperation compliant with the public procurement rules and to integrate such scope into our bid.

I, the undersigned, understand that EnergoNuclear S.A. has the right to request any and all additional information necessary to verify the above statement.

I understand that if this statement proves to be untrue, I can be held in violation of criminal law regarding false statements.

Completion date: _____

(authorised signature)

Acknowledged by:

(owner of the technology, authorized representative)

Form H – Statement regarding availability of sufficient resources for contract performance

(name / headquarters)

**STATEMENT REGARDING AVAILABILITY OF SUFFICIENT RESOURCES FOR
CONTRACT PERFORMANCE**

I, the undersigned, authorised representative of _____ (*complete identification data, including but not limited to name and headquarters*), as bidder/candidate in the negotiation with prior publication of a contract notice for the award of the EPC Contract (as defined in the awarding documentation), which scope consists of the performance of nuclear power station construction work, code CPV 45251110-5, according to the contract notice posted on SEAP No. _____ dated _____ (*day/month/year*), organised by EnergoNuclear S.A.,

hereby wilfully and knowingly declare that:

- (i) I have at my disposal sufficient technical, material, production and qualified personnel to complete the Cernavoda Nuclear Power Plant Units 3 and 4, especially for the design/engineering, procurement (equipment supply), construction/erection and commissioning; and
- (ii) The information in the attached tables is complete and accurate in all respects.

I, the undersigned, understand that EnergoNuclear S.A. has the right to request any and all additional information necessary to verify the information provided in the attached tables.

I, the undersigned, hereby authorise any institution, company, bank or other legal entity to provide the authorised representatives of EnergoNuclear SA, with information related to any technical and financial aspect regarding our activity.

I understand that if this statement proves to be untrue, I can be held in violation of criminal law regarding false statements.

Completion date: _____

(authorised signature)

**ANNEX 1
TO THE STATEMENT REGARDING AVAILABILITY OF SUFFICIENT RESOURCES
FOR CONTRACT PERFORMANCE**

**List of main equipment and tools available to perform the EPC Contract
(as defined in the awarding documentation)**

No.	Equipment /tool	Quantity	Comments
------------	------------------------	-----------------	-----------------

(authorised signature)

**ANNEX 2
TO THE STATEMENT REGARDING AVAILABILITY OF SUFFICIENT RESOURCES
FOR CONTRACT PERFORMANCE**

Summary of current personnel structure of the candidate on each of design/engineering, procurement (equipment supply), construction/ erection, project management and controls, nuclear safety & licensing, commissioning and quality assurance.

(authorised signature)

Form I – Reference projects list

(name / headquarters)

STATEMENT REGARDING REFERENCE PROJECTS

I, the undersigned, authorised representative of _____ (*complete identification data, including but not limited to name and headquarters*), as bidder/candidate in the negotiation with prior publication of a contract notice for the award of the EPC Contract (as defined in the awarding documentation), which scope consists of the performance of nuclear power station construction work, code CPV 45251110-5, according to the contract notice posted on SEAP No. _____ dated _____ (*day/month/year*), organised by EnergoNuclear S.A., hereby wilfully and knowingly declare that the information in the attached table is complete and correct in all respects.

I, the undersigned, understand that EnergoNuclear S.A. has the right to request any and all additional information necessary to verify the information provided in the attached tables.

I, the undersigned, hereby authorise any institution, company, bank or other legal entity to provide the authorised representatives of EnergoNuclear SA, with information related to any technical and financial aspect regarding our activity.

I understand that if this statement proves to be untrue, I can be held in violation of criminal law regarding false statements.

Completion date: _____

(authorised signature)

ANNEX
TO THE STATEMENT REGARDING REFERENCE PROJECT
Reference projects list

Project Scope

#	Project / Customer Name and Location	Completion year	Execution period	Total value [mil E] ¹	Size [MWe]	Contract type	General contractor	Delivery schedule met? [y/n] If not, please comment	Budget met? [y/n] If not, please comment	Comments
1										
2										
3										
4										
5										

¹ To determine and indicate the value of the project in euros, the INFOEURO exchange rate (<http://ec.europa.eu/budget/infoeuro>) from the date of the letter of intent shall be used;

Applicants Scope

#	Project / Customer Name and Location	Completion year	Execution period	Total value [mil E] ²	Size [MWe]	Contract type	General contractor	Applicant scope	Value of the Scope [%]	Delivery schedule met? [y/n] If not, please comment	Budget met? [y/n] If not, please comment	Comments
1												
2												
3												
4												
5												

² To determine and indicate the value of the project in euros, the INFOEURO exchange rate (<http://ec.europa.eu/budget/infoeuro>) from the date of the letter of intent shall be used;

Form J – Bank Guarantee Letter

[on paper having the logo of the financial institution issuing the guarantee]

BANK

(name / headquarters)

BANK GUARANTEE LETTER

To: EnergoNuclear S.A.
1A Stefan cel Mare Street, 1st floor
Sector 1, Bucharest, Romania

Regarding the public procurement procedure for the awarding of the EPC Contract (as defined in the awarding documentation)

We _____ (company name), headquartered at _____ (headquarters), undertake to pay to EnergoNuclear SA the amount of _____ Euro (_____ euros *(in word form)*), upon its first written demand and without having to provide a reason for such demand, provided that in such demand EnergoNuclear SA specifies that the amount requested is due and payable to EnergoNuclear SA as a result of the occurrence of one or more of the following conditions:

a) the bidder _____ (*name of the bidder*) withdrew its offer during the validity period of such bid;

b) the bidder _____ (*name of the bidder*) did not extend the validity period of the participation guarantee (in the form of a bank guarantee) when the negotiation stage exceeded such validity period; or

c) its bid being declared winning bid, the bidder _____ (*name of the bidder*) refused to sign the agreed form of the EPC Contract (as defined in the awarding documentation) during the validity period of such bid.

This guarantee comes into full force and effect as of _____ (*day/month/year*) and is valid until _____ (*day/month/year*).

In the event that the parties agree to extend this guarantee's validity period or to amend any provision that affect the bank's commitment, our consent shall be obtained in advance.

Any disputes relating to this guarantee shall be governed by Romanian law.

Stamped by the Bank _____ day _____ month _____ year _____.

(authorised signature)